



B/O FORM PTO 1595 (1/31/92)

U.S. Department of Commerce  
Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
PATENTS ONLY

BMIM-0002-1

Part 2  
14

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

|   |  |
|---|--|
| 1. Name of Conveying Party(ies):<br><br>TELLER, David<br><input type="checkbox"/> Additional names of conveying parties attached  | 2. Name and Address of Receiving Party(ies):<br><br>Name: Beverage Metrics LLC<br>Internal Address:<br>Street Address: 530 Alameda del Prado<br><br>City, State, Zip: Newark, California 94949   |
| 3. Nature of Conveyance:<br><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other:<br>Execution Date: October 20, 2003                       | <b>RECEIVED</b><br>OCT 29 2003<br><input type="checkbox"/> Additional name(s) and document(s) attached.<br><br><b>GROUP 3600</b>   |
| 4. (a) Patent Application Number(s):<br><br>09/964,679  | 4. (b) Patent Numbers:   |
| <input type="checkbox"/> Additional Numbers Attached.   |  |
| 5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:<br><br>Name: Ajay A. Jagtiani<br><br>Address: JAGTIANI + GUTTAG<br>10363-A Democracy Lane<br>Fairfax, Virginia 22030 | 6. Total Number of Applications and Patents Involved: 1<br><br>7. Total Fee: \$40.00<br>(37 C.F.R. § 3.41)<br><br><input type="checkbox"/> Enclosed.<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account. |
| 8. Deposit Account Number:<br><br>10-0233-BMIM-0001-1<br>ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT  |  |

DO NOT USE THIS SPACE

## 9. Statement and Signature:

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Ajay A. Jagtiani, Registration Number 35,205

October 27, 2003

Total number of pages comprising cover sheet: 1

## ASSIGNMENT

WHEREAS, DAVID M. TELLER, whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an BEVERAGE DISPENSING CONTROL SYSTEM (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed on September 28, 2001, Serial Number: 09/964,679;

WHEREAS, BEVERAGE METRICS, LL.C, whose post office address is 530 Alameda del Prado, Novato, California 94949 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, ASSIGNOR, by these presents do sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

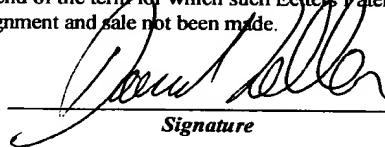
ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to identify and communicate to ASSIGNEE at ASSIGNEE's request documents and information concerning the invention that are within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR's obligations under this instrument shall extend to ASSIGNOR's heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and behalf; and for the use and behalf of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

David M. Teller  
530 Alameda del Prado  
Novato, CA 94949



Signature

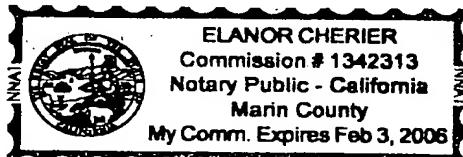
Date:



SSN.

(Notarization preferred but not required)

Before me personally appeared said David M. Teller and acknowledges this instrument to be his (her) free act  
and deed this 20th day of Oct. 2003




Notary Public